

Recorded at the request of and mail to:

SPACE ABOVE FOR RECORDER

## COVENANT AND AGREEMENT

The undersigned hereby certify that I am (we are) the owners of the hereinafter described real property located in the City of Los Angeles, County of Los Angeles, State of California:

See attached Legal Description.

That in consideration of the approval of said property by said City, we do hereby promise, covenant and agree with said City of Los Angeles to:

Pay the annual costs for the operation and maintenance of street lighting, a special benefit to lots described above for this property only, which is estimated at \$16,194.56. This amount is to be paid annually to the City of Los Angeles, and billed on the Property Tax Bill or by other means, for as long as this amount is required, and until it is amended by appropriate assessment procedures.

That this covenant and agreement shall run with the land and be binding upon any future owners, encumbrancers, successors, heirs or assigns and shall continue in effect unless otherwise released by authority of the Director of the Bureau of Street Lighting of the City of Los Angeles.

Owners:

By:  PHILIP W. CYBURT  
Name: Title: VICE PRESIDENT

Date: 1/13/99

Approved for recording by the Bureau of Street Lighting \_\_\_\_\_ Date \_\_\_\_\_  
Senior Engineer

Case No. \_\_\_\_\_ B-Permit No. BC600290

State of California

County of Los Angeles

On January 13, 1999 before me, Dely De Leon, Notary Public, personally appeared Philip W. Cyburt personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Dely de Leon

Document: Covenant and Agreement

## DESCRIPTION

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THAT PORTION OF RANCHO SAN PEDRO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY ADJOINING NORMANDIE AVENUE ON THE WEST, DISTANT NORTHERLY 780 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 IN BLOCK 72 OF TRACT NO. 4983, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58 PAGES 80, ET SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT NO. 1720 IN BOOK 40472 PAGE 23 OF OFFICIAL RECORDS, OF SAID LOS ANGELES COUNTY; THENCE WESTERLY ALONG THE LINE DESCRIBED IN PARCEL "A" OF SAID DEED RECORDED IN BOOK 40472 PAGE 23, OFFICIAL RECORDS, PARALLEL WITH THE NORTH LINE OF SAID LOT 9 AND ITS PROLONGATIONS, 1050 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 40 SECONDS EAST ALONG THE LINE DESCRIBED IN SAID PARCEL "A", 780 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS WEST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 1887.60 FEET TO THE EASTERLY LINE OF WESTERN AVENUE, 80 FEET WIDE, AS SHOWN ON RIGHT-OF-WAY, FILED IN BOOK 52 PAGE 47 OF RECORD OF SURVEYS OF SAID LOS ANGELES COUNTY; THENCE NORTH 0 DEGREES 22 MINUTES 04 SECONDS WEST 1230.35 FEET ALONG SAID EASTERLY LINE OF WESTERN AVENUE TO THE SOUTHWESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN PARCEL NO. 1 OF THE QUITCLAIM DEED OF HARVEY ALUMINUM, INC., RECORDED IN BOOK D-586 PAGE 796, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY, HAVING A BEARING OF SOUTH 89 DEGREES 37 MINUTES 56 SECONDS WEST AND A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS EAST 10.00 FEET; THENCE CONTINUING ALONG THE LINE DESCRIBED IN PARCEL NO. 1 OF SAID DEED, RECORDED IN BOOK D-586 PAGE 796 OF SAID OFFICIAL RECORDS, SOUTH 0 DEGREES 22 MINUTES 04 SECONDS EAST 172.51 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS EAST 6.55 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 04 SECONDS EAST 84.12 FEET; THENCE SOUTH 45 DEGREES 11 MINUTES 14 SECONDS EAST 158.41 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST 960.03 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 OF SAID QUITCLAIM DEED, RECORDED IN BOOK D-586 PAGE 796, OFFICIAL RECORDS; THENCE NORTH 89 DEGREES 58 MINUTES 11 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, 33.60 FEET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NO. 2, NORTH 0 DEGREES 02 MINUTES 12 SECONDS WEST 2731.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 403.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39 DEGREES 15 MINUTES 34 SECONDS, A DISTANCE OF 276.14 FEET TO A POINT, A RADIAL THROUGH SAID POINT BEARS NORTH 50 DEGREES 56 MINUTES 38 SECONDS WEST; THENCE LEAVING SAID CURVE, NORTH 0 DEGREES 02 MINUTES 44 SECONDS WEST 161.13 FEET TO A POINT IN THE SOUTHERLY LINE OF 190TH STREET, 66 FEET WIDE, AS SHOWN IN BOOK 52 PAGE 47 OF RECORD OF SURVEYS OF SAID LOS ANGELES COUNTY, SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL NO. 2 OF SAID QUITCLAIM DEED, RECORDED IN BOOK D-586 PAGE 796, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF 190TH STREET, NORTH 89 DEGREES 56 MINUTES 46 SECONDS EAST 1729.56 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID FIRST-MENTIONED 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY; THENCE ALONG SAID WESTERLY LINE OF SAID 50-FOOT RIGHT-OF-WAY, SOUTH 0 DEGREES 02 MINUTES 40 SECONDS EAST 3232.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, LOTS 1 TO 8 INCLUSIVE OF TRACT NO. 52172-01, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1233 PAGES 79 TO 83 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Date: 12/30/98 *Supersedes 12/9/98 Estimate*To: GREG STEWARTTAIT & ASSOCIATESFAX No. (714) 560-8211From: Janet Kwan, Street Lighting Associate III  
Proposition 218 Compliance Section*Janet Kwan*Subject: Maintenance Assessment Estimate for Covenant  
(PHASE 1 HAS FOTH & NORMANDIE SW CORNER AS TITLE)Project: NORMANDIE AVE. & 190TH ST. SW CORNER (PHASE 2)Plan No. P35139 B-Permit No. AC600290 Tract No. 52172-02 THRU 07

The passage of Proposition 218 on November 5, 1996 allows the property owners to vote on any new or increased assessments, in a ballot election. The above project was reviewed and found to incur a street lighting assessment increase to one or more properties; therefore, a ballot election must be conducted before the assessments can be levied. However, since your property or properties (listed below) will have at least 50% of the voting power in the Prop. 218 ballot election, you are eligible for a Covenant and Agreement. The notarized Covenant and Agreement will allow you to proceed with the construction of the project prior to the completion of the ballot proceeding. \* Both covenants (the one for this one and the one for 52172-01) must be received before project is cleared.

\* The Covenant and Agreement is basically a promise to pay the annual street lighting maintenance assessments for your property or properties only, once the street lighting system is installed and operating. The Covenant is tied to the land, so if you sell your property, the new owner will be obligated to pay it.

The Annual Maintenance Assessment estimate for the developing parcel/s (only) is listed below:

\* 7351-003-014 was divided into several tracts.

(Use this figure for the Covenant)

Parcel No. (APN)	Existing Annual Assessment	New Annual Assessment Amount
REF: (7351-003-014) - - - - -	(\$5731.23)	
TRACT 52172-02		\$8,934.97
TRACT 52172-03 THRU 07		\$7,259.59
		TOTAL: \$16,194.56

If you have any questions, please call me at (213) 847-5372.

cc: Minas Sirakie, Private Development/B-Permit Section, BSL  
JWK:jwk(WP File:L:\Sprop218\miscmemo\covestbl.wpd)

*Attachments*

**NOTICE**  
to  
**CIVIL ENGINEERS, LAND SURVEYORS, and DEVELOPERS**

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**PREPARATION and RECORDATION of "COVENANT and AGREEMENT"**

Effective September 1, 1998, all "Covenant and Agreement(s)" used to clear conditions imposed by Proposition 218 for the Bureau of Street Lighting shall be prepared and recorded by the developer, or his or her authorized representative. Existing legal description should be used to describe the property. The document must first be approved by the Private Development Division of the Bureau of Street Lighting before recordation with the Los Angeles County Recorder. Any "Covenant and Agreement" still awaiting recordation on the effective date of this notice should be recorded under the process described herein.

Enclosed is a copy of a "Covenant and Agreement". The procedure for preparing and recording the document is as follows:

1. Prepare a "Covenant and Agreement" in accordance with the language and cost that has been provided by the Bureau of Street Lighting (see back for language and format; call Janet Kwan at (213) 847-5372 for cost amount).
2. Print the name and obtain the signature of the property owner(s) (or authorized representative) in the space provided. *Signatures must be properly notarized.*
3. Submit document to the Bureau of Street Lighting, Private Development/B-Permit Section at 600 S. Spring Street, Suite 810 for approval.
4. Record the document with the Los Angeles County Registrar-Recorder and obtain a certified copy. The original document will be returned to you after it has been microfilmed. The Los Angeles County Recorder is located at: *12400 Imperial Highway, Norwalk, CA 90650*, just east of the I-5 and 605 Freeways.
5. Submit the certified copy to the Bureau of Street Lighting, Private Development/B-Permit Section, and a xeroxed copy to the Bureau of Street Lighting, Proposition 218 Compliance Section at 600 S. Spring Street, Suite 1400 to clear the condition.

Any questions regarding this matter may be directed to Norma Marrero at (213)847-6379.



CONSULTING ENGINEERS

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January 6, 1998

Mr. Jeff Axtel  
Vestar Development Co.  
12731 Towne Center Drive  
Suite I  
Cerritos, CA 90703

**RE: Southbay Towne Center, Los Angeles, CA**

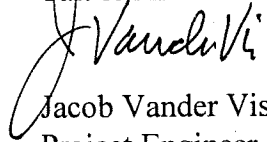
Dear Mr. Axtel,

Enclosed is a copy of the "Covenant and Agreement" which we have prepared for your signature. Print the name and title of the officer underneath his/her signature. The signature must be properly **notarized**. The notarized Covenant and Agreement will be for the newly assessed amount of \$8,208.32. This is an annual assessment for Tract 52172-01. No fees are required at this time. This agreement is only a promise to pay the assessed amount.

Once the document has been properly signed and notarized, please forward it to my attention so that I may deliver it to the Bureau of Street Lighting. The Bureau will then approve the agreement and we will bring it to the recorders office for recordation.

Escrow has closed for Tract 52172-01, so a separate Covenant and Agreement will be required for the remainder of the Boeing site. Once both agreements have been recorded, we will be in compliance with Proposition 218 and this condition will be cleared.

Very truly yours  
Tait & Associates



Jacob Vander Vis, PE  
Project Engineer

Cc Mr. Mario S. Stavale, Boeing Realty Corp.  
Sp3289.004



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RECEIVED

JAN - 7 1999

MDRC-CRS

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January 6, 1998

Mr. Mario S. Stavale  
Boeing Realty Corporation  
4060 Lakewood Blvd. 6<sup>th</sup> Floor  
Long Beach, CA 90808-1700

**RE: Harborage Way, Los Angeles, CA**

Dear Mr. Stavale,

Enclosed is a copy of the "Covenant and Agreement" which we have prepared for your signature. Print the name and title of the officer underneath his/her signature. The signature must be properly **notarized**. The notarized Covenant and Agreement will be for the newly assessed amount of \$16,194.56. This is an annual assessment of \$8,934.97 for Tract 52172-02 and \$7,259.59 for Tract 52172-03 thru 07. No fees are required at this time. This agreement is only a promise to pay the assessed amount.

Once the document has been properly signed and notarized, please forward it to my attention so that I may deliver it to the Bureau of Street Lighting. The Bureau will then approve the agreement and we will bring it to the recorders office for recordation.

Escrow has closed for Tract 52172-01, so a separate Covenant and Agreement will be required for that parcel. Once both agreements have been recorded, we will be in compliance with Proposition 218 and this condition will be cleared.

Very truly yours  
Tait & Associates

Jacob Vander Vis, PE  
Project Engineer

Cc Mr. Jeff Axtell, Vestar  
Sp3289.003